IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

CRIMINAL MISC.APPLICATION No. 14389 of 2006
With
CRIMINAL MISC.APPLICATION No. 14390 of 2006
With
CRIMINAL MISC.APPLICATION No. 14391 of 2006

For Approval and Signature:

HONOURABLE MR.JUSTICE M.R. SHAH

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the Civil Judge?

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MR. PRADEEP M. SHAH DIRECTOR AMINEX ALKALIES LTD & 2 - Applicant(s)
Versus
THE STATE OF GUJARAT & 1 - Respondent(s)

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Appearance :
MR PM THAKKAR FOR M/S THAKKAR ASSOC. for Applicant(s) : 1 - 3.
MR RC KODEKAR, ADDL. PUBLIC PROSECUTOR for Respondent(s) : 1,
NANAVATI ASSOCIATES for Respondent(s) : 2,

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CORAM : HONOURABLE MR.JUSTICE M.R. SHAH

Date :11/12/2007

ORAL JUDGMENT

1. As common question of law and facts arise in these

applications, they are being disposed of by this common judgment and order.

2. Cr.Misc.Application No.14389 of 2006 is filed by the petitioners herein – original accused nos.3, 5 and 6 of Criminal Case No.1393 of 2000 under Section 482 of the Criminal Procedure Code to quash the complaint being Criminal Case No. 1393 of 2000 pending in the Court of Learned Judicial Magistrate, First Class, Vadodara filed by respondent No.2 for the offences punishable under Sections 138 and 142 of the Negotiable Instrument Act (herein after referred to as 'N.I.Act' for short).

3. Cr.Misc.Application No.14390 of 2006 is filed by the petitioners herein – original accused nos. 3,5 and 6 of Criminal Case No.1629 of 2000 under Section 482 of the Criminal Procedure Code to quash the complaint being Criminal Case No. 1629 of 2000 pending in the Court of Learned Judicial Magistrate, First Class, Vadodara filed by respondent No.2 for the offences punishable under Sections 138 and 142 of the N.I.Act.

4. Cr.Misc.Application No.14391 of 2006 is filed by the petitioners herein – original accused nos. 3,5 and 6 of Criminal Case No.1628 of 2000 under Section 482 of the Criminal Procedure Code to quash the complaint being Criminal Case No. 1628 of 2000 pending in the Court of Learned Judicial Magistrate, First Class, Vadodara filed by respondent No.2 for the offences punishable under Sections 138 and 142 of the N.I.Act.

5. All the petitioners in the aforesaid three applications are the original accused Nos. 3,5 and 6 of Criminal Case Nos. 1393 of 2000, 1629 of 2000 and 1628 of 2000 filed by respondent no.2 – original complainant pending in the Court of learned J.M.F.C., Vadodara, for the offences punishable under Sections 138 and 142 of the N.I.Act and the learned trial Judge has issued summons upon all the accused.

6. Aforesaid three criminal cases are filed by respondent no.2 – original complainant in the Court of the learned Chief Judicial Magistrate, Vadodara against all the accused for the offences punishable under Section138 of the N.I.Act, alleging inter-alia that the complainant – Company is a Public Limited Company registered under the Companies Act, 1956 and engaged in business of manufacturing and selling various chemicals including Caustic Soda Lye and Caustic Soda Flakes. That the accused nos. 2 to 6 are the Directors of Accused No.1 – Company which had been buying selling, distributing and dealing in dyes and chemicals and for the requirement of said products they started purchasing from the complainant company since 1996. That initially to induce the complainant to deliver goods further the accused made regular payments against the delivery of the said products to the complainant company. It is further averred in the complaint that being Directors of the accused Company No.1, all the accused together decide the business policy and financial affairs, for and on behalf of the accused company and thereby all of the accused are

liable for all the acts done for and on behalf of the said accused company. Not only that but all the accused are taking part in the day to day business affairs of the accused company and attending Board meetings. It is further alleged in the complaint that during the year 1996 the complainant company delivered the said products worth lacs of rupees to the accused firm and in turn to make the part of the payment towards the outstanding amount, the accused no.3 signed and delivered various cheques, for and on behalf of the firm, accused no.3 as being Managing Partner. However, the said cheques were dishonoured for the reason 'Refer to Drawer' and therefore, the complainant company filed Criminal Complaint Nos. 1326/1997, 1399/1997, 1400/1997 and 1401 of 1997 under Section 138 of the N.I.Act against all the accused and other partners, before the learned Chief Judicial Magistrate, Vadodara. It is further alleged in the complaint that during the course of hearing of the aforesaid complaints the complainant company also filed a Summary Suit No. 830 of 1997 before the learned Civil Judge, Vadodara for the total claim amount of Rs.3,48,02,007/- against the accused firm and all the accused being partners of the said firm and the Directors of the accused Company. It is also further averred in the complaint that on 24th May, 1999 all the accused being Directors of Aminex Alkalies Ltd., passed a resolution and authorized the Accused No.4 to compromise, settle deal with the outstanding payments with the complainant company and to execute necessary documents, papers, memorandum of

understanding etc. in all the proceedings and further to sign and deliver the post dated cheques to the complainant company as per the Written Compromise Deed executed on 01.06.1999 and presented into the Court. That on 01.06.1999 the accused No.4 had given post dated cheques to the complainant company as per the said Compromise Deed. Accordingly, the Written Compromise Deed was executed on 01.06.1999 and presented before thelearned Civil Court at Vadodara on 22.06.1999. It is averred in the impugned complaint that in the Summary Suit No. 830 of 1997, the accused no.4 executed a Compromise Deed on 01.06.1999 and admitted that accused and the accused company are liable to make payment of Rs.1,55,35,101/- to the complainant company, as claimed by the complainant company in the aforesaid Summary Suit. It is further averred in the aforesaid complaints that as per the negotiation made by the accused with the complainant company a Compromise Deed duly signed, sealed was submitted on 22.06.1999 before the learned Civil Judge, (SD), Vadodara and a request was made to dispose of the Summary Suit No. 830 of 1997 by a decree. That as per the terms and conditions of the above Compromise Deed the accused no.3 signed and delivered various cheques of different amount, dates to the complainant company on 01.06.1999 and thereby created faith in the complainant company not only to execute the Compromise Deed but to give consent for the disposal of the legal proceedings against the accused and other partners of the accused firm. It is further averred in the complaint that

complainant company deposited the cheques in question in their account with HDFC Bank Ltd. and all the cheques came to be dishonoured by the Bank of the accused for the reason 'Refer to Drawer' and the said cheques along with the Bank Memo have been returned to the complainant company by their Bank. It is further averred in the impugned complaints that aforesaid cheques came to be redeposited again as per the request made by accused no.4 and again all the cheques came to be dishonoured for the reason 'Refer to Drawer'. It is further averred in the complaint that thereafter, the complainant Company issued a statutory notice as required under the provisions of Section 138 of the NI Act wherein the accused were called upon to make the payment towards the dishonoured cheques within 15 days time from the date of receipt of the said notice. Notices have been served upon accused nos. 1, 3, 4 and 6 on 6th and 7th March, 2000. It is further averred in the aforesaid complaints that despite the receipt of the notices the accused have not made any payments of the cheques in question and, therefore, all the accused persons have committed offences punishable under Section 138 of the NI Act read with Section 142 of the NI Act and therefore, original complainant has filed the aforesaid criminal complaints / cases against the petitioners and others for the offences punishable under Section 138 read with 142 of the NI Act. Said complaints are filed in the month of April, 2000.

7. The learned Chief Judicial Magistrate, Vadodara issued

summons upon the respective accused inclusive of all the petitioners by order dated 26th April, 2000. That thereafter all the petitioners preferred applications before the learned Chief Judicial Magistrate, Vaodara below Exh. 14 and 25 for discharging them. The learned Chief Judicial Magistrate by order dated 19.10.2006 dismissed all the applications and rejected the prayer of the petitioners to discharge them. Being aggrieved and dissatisfied with the summons issued by the learned Chief Judicial Magistrate, Vadodara in the aforesaid criminal complaints and being aggrieved and dissatisfied with the aforesaid criminal complaints, respective petitioners have preferred the present applications under Section 482 of the Criminal Procedure Code for quashing the impugned complaints being Criminal Complaint Nos.1393 of 2000, 1629 of 2000 and 1628 of 2000 pending in the Court of learned Chief Judicial Magistrate, Vadodara.

8. Mr.P.M.Thakkar, learned Senior Advocate appearing on behalf of the petitioners has submitted that there are no allegations satisfying the ingredients of Section 141 of the NI Act against the present petitioners and main allegations are levelled against accused no.4. It is also further submitted that all the negotiations took place between the complainant and accused no.4 which is confirmed by Compromise Deed dated 01.06.1999 making out clear that the same is entered into by accused no.4 on behalf of partnership firm. Mr.Thakkar, learned Senior Advocate has relied

upon decision of the Hon'ble Supreme Court in the case of S.M.S.Pharmaceuticals Ltd. V/s. Neeta Bhalla & Anr.(I) reported in (2005) 8 SCC 89 and another decision of the Hon'ble Supreme Court in the case of S.M.S.Pharmaceuticals Ltd. V/s. Neeta Bhalla & Anr.(II) reported in (2007) 4 SCC 70 (Para – 20 to 25). He has also relied upon following decisions of the Hon'ble Supreme Court in support of his prayer to quash and set aside the impugned complaints :-

1. N.K.Wahi v/s. Shekar Singh & Ors. reported in 2007 AIR SCW 1880.

2. Saroj Kumar Poddar v/s. State (NCT) of Delhi & Anr. reported in (2007) 3 SCC 693.

3. Sabitha Ramamurthy & Anr. V/s. RBS Channabasavardhya reported in (2006) 10 SCC 581.

4. Monaben Ketanbhai Shah & Anr. V/s. Neeta Bhalla & Ors. reported in (2004) 7 SCC 15.

5. Katta Sujatha (Smt.) v/s. Fertilizers & Chemicals Travancore Ltd. reported in (2000) 7 SCC 655.

6. K.P.J. Nair v/.s Jindal Menthol India Ltd. Reported in (2001) 10 SCC 218.

Making above submissions and relying upon the aforesaid decisions Mr.Thakkar, learned Senior Advocate appearing on behalf of the petitioners has requested to allow the present

applications and to quash the impugned complaints.

9. All these applications are opposed by Mr.K.S.Nanavati, learned Senior Advocate appearing on behalf of respondent no.2 – original complainant. Affidavit-in-reply is also filed on behalf of respondent no.2. It is submitted that the present petitions suffer from vice of suppresio vari and suggestio falsi, in as much as the petitioners have suppressed various evidences, which are part of record of learned Civil Court. It is submitted that all the petitioners are Directors of M/s. Aminex Alkaies Ltd., and they are in-charge of the conduct of the business of the said company and they carry on the day to day business of the said company and are responsible to the affairs of the said company. It is submitted that necessary ingredients which are required making out a case under Section 138 and 141 of the NI Act are averred in the complaints. It is submitted that the petitioners including the said partnership firm had placed different orders from time to time with the complainant company of complainant company's product like caustic soda lye, Potassium Carbonate and the petitioners along with other partners had accepted and some of the partners on behalf of all the partners and the said firm had signed the sales offer of the complainant company and accordingly, the products of complainant company were supplied and delivered ex-works price, from the complainant company, subject to the terms and conditions which includes 30 days credit and if the petitioners including the said firm fail to pay

the said amount of purchase after 30 days, interest at the rate of 21% on unpaid price of each invoice amount for the product of the complainant company supplied and delivered to the petitioners is to be charged. It is submitted that all the present petitioners are responsible to the affairs of the said company – accused no.1 and are in charge of the business of the said company and were carrying on the business of the said company. It is further submitted that being Directors of the accused company, all the accused together decide the business policy and financial affairs, for and on behalf of the accused company.

10. Learned Counsel appearing on behalf of respondent no.2 has submitted that ratio laid down in SMS Pharmaceuticals Ltd. V/s. Nita Bhalla and Anr.(I) reported in (2005) 8 SCC 89, cannot be made applicable to the facts and circumstances of the present case. It is submitted that in the case of Rajlaxmi Mills v/s. Shakti Bhakoo reported in (2002) 8 SCC 236, Larger Bench of the Hon'ble Apex Court has held that at the stage of summoning, when evidence is yet to be led by the parties, the High Court could not on an assumption of facts, come to a finding of fact that the respondent was not responsible for the conduct of the business. It is submitted that in the case of V.K.Jain v/s. Union of India and Ors. Reported in (2000) 1 SCC 709, it has been held by the Hon'ble Supreme Court that the contention that concerned person was not participating in the affairs of the company which issued a cheques,

is a defence that can be adopted in the prosecution and cannot be ground for quashing the prosecution. It is submitted that similar view has been expressed by the Hon'ble Supreme Court in another decision in the case of Bharat K Gupta v/s. Arumkunar and Anr. Reported in (2000) 10 SCC 658.

11. Learned Counsel appearing on behalf of respondent No.2 has also relied upon the following recent decisions in support of his prayer to dismiss the present applications when there are specific averments in the complaints making out a case against the petitioners for the offences punishable under Sections 138 read with Section 141 of the NI Act :

1. N.Rangachari v/s. Bhara Sanchar Nigam Ltd. Reported in 2007 AIR SCW 2591.

2. Everest Advertising (P) Ltd. V/s. State Govt. of NCT of Delhi & Ors. reported in (2007) 5 SCC 54.

3. S.V.Muzumadar & Ors. V/s. Gujarat State Fertilizers Company Ltd. & Anr. reported in (2005) 4 SCC 173.

By making above submissions and relying upon the above decisions, learned Advocate appearing on behalf of respondent no.2 – complainant has requested to dismiss all the present applications by making further submission that summons have been issued by the learned trial Court in the year 2000 and

present applications are filed for quashing in the year 2006.

12. Heard the learned Advocates appearing on behalf of the respective parties.

13. All the criminal complaints are filed by respondent no.2 – original complainant against the petitioners and others for the offence punishable under Sections 138 of the NI Act for dishonour of cheques in question which were issued or given by original accused no.4 pursuant to the consent decree before the learned Civil Court for and on behalf of company – accused no.1 and other Directors. Relevant averments against the petitioners in the impugned complaints are in Para 3,4, 5,6, 7, 8 and 11 which read as under :

> *'3. That the accused nos. 2 to 6 are the Directors of Accused Company No.1 which had been buying, selling, distributing and dealing in dyes and chemicals and for the requirement of said products they started purchasing from the complainant company since 1996. That initially to induce the complainant to deliver goods further, the accused made regular payments against the delivery of the said products to the complainant company.*
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> *4. That being Directors of the accused company no.1, all the accused together decide the business policy and financial affairs, for and on behalf of the accused company and thereby all of the accused are liable for all the acts done for and on behalf of the said accused company. Not only that but all the accused are taking part in the day to day business affairs of the accused company and attending Board meetings also.*
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> *5. That the accused nos. 2,4,5 and 6 are also partners in M/s. Aminex Rasayan, a partnership firm, doing similar business and a regular purchaser of 'the said products' of the*

complainant company. That during the period of March to December 1996 the complainant company had delivered the said products worth laks of rupees to the said firm and in turn to make the part of the payment towards the total outstanding amount, the accused no.4 signed and delivered various cheques, for and on behalf of the said firm i.e. M/s. Aminex Rasayn, which were dishonoured for the reason of ('Refer to Drawer') and therefore, the complainant company has filed Criminal complaints Nos. 1326/97, 1399/97, 1400/97 under Section 138 of the Negotiable Instrument Act against the accused no.4 and other partners before the Hon'ble Chief Judicial Magistrate of Vadodara.

6. That during the course of hearing of these complaints the complainant company also filed a summary suit no.829/97 for the total claim amount of Rs.1,55,35,101/- against the accused company and Summary Suit No. 830/097 for the total claim amount of Rs.3,48,02,007/- against said accused firm and partners and all the accused being partners of the said firm and the Directors of the accused Company. That both the above suits were filed before the Hon'ble Civil Judge (S.D.), Vadodara.

7. That in view of the above legal proceedings the accused no.4 negotiated the accounts with the complainant company for the settlement of criminal and civil litigation pending in the Courts at Vadodara.

8. That on 24th May, 1999 all the accused, being Directors of Aminex Alkalies Ltd., passed a resolution and authorized the accused no.4 to compromise, settle deal with the outstanding payments with the complainant company and to execute necessary documents, papers, memorandum of understanding in all the proceedings and further to sign and deliver the post dated cheques to the complainant company as per the Written Compromise Deed executed on 01.06.1999 and presented into the Court. That on 01.06.1999 the accused no.4 had given post dated cheques to the complainant company as per the said Compromise Deed.

11. That as per the terms and conditions of the above Compromise Deed the accused no.4 signed and delivered various cheques of different amounts and dates to the complainant company and thereby created faith upon the complainant company and induced not only to sign and execute the Compromise Deed but to give consent for the disposal of the accused company.'

14. Now in light of the above averments and allegations in

the impugned complaints against the respective petitioners, decisions of the Hon'ble Supreme Court referred to herein above and relied upon by the learned Advocates appearing on behalf of the respective parties are required to be considered.

15. Learned Counsels appearing on behalf of the respective petitioners has heavily relied upon the decision of the Hon'ble Supreme Court in the case of S.M.S.Pharmaceuticals Ltd. V/s. Neeta Bhalla and Anr. (I) and (II) (supra). It is required to be noted that in the case of S.M.S.Pharmaceuticals (II) (supra) there were no specific averments found in the complaint against the respective partners / Directors to the effect that they were in charge and were responsible to the conduct of the business of the company and they were vicariously liable for the commission of offence of the Company. In the said case, allegations and averemnts against the respective accused persons / Directors are reproduced in para 3 of the said judgment which reads as under :

> “3. In the complaint petition the allegations made inter alia are as under :
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> 'The Accused 1 is duly incorporated company, having its registered office at the address mentioned above, represented by the Director, accused no.2. The Accused 3 and 4 are also the Directors of accused 1 Company and accused 2 to 4 are actively involved in the management of the affairs of accused 1 company'.”

Similarly also in the case of N.K.Wahi (supra), there were no averments that the accused persons were in charge or

responsible to the Company for the conduct of the business of the Company. Necessary averments in the complaint in the said case are reproduced in para 12 of the said judgment.

In the case of Saroj Kumar Poddar (supra), also no such specific allegations and averments were found in the complaint against the Director that they were in charge and/or were responsible to the conduct of the business of the company.

In the case of Sabitha Ramamurthy & Anr. (supra), necessary averments making out a case and holding partners / directors responsible under section 141 of the NI Act were lacking. In the case of of Monaben Ketanbhai Shah (supra), as well as in the case of K.P.J.Nair (supra), necessary averments against the respective accused persons being partners / directors of the Company / partnership firm were not found and therefore, in the fact and circumstances of the case and considering the averments and allegations in the said complaint, Hon'ble Supreme Court in the aforesaid case has quashed the complaint.

16. Now law on the point is not res-integra. In the case of S.V.Mazumdar & Ors.(supra), the Hon'ble Supreme Court has observed and held that the dropping proceedings on the ground that the allegations would not constitute a foundation for action in terms of section 141 of the NI Act, is a question which is to be

adjudicated at the trial. It is also further observed by the Hon'ble Supreme Court that whether a person is in charge of or is responsible to the company for conduct of business is to be adjudicated on the basis of materials to be placed by the parties. Sub-section (2) of Section 141 is a deeming provision which operates in certain specified circumstances and whether the requirements for the application of the deeming provision exist or not is again a matter for adjudication during trial. Similarly, whether the allegations contained are sufficient to attract culpability is a matter for adjudication at the trial. It is also further observed by the Hon'ble Supreme Court whether or not the evidence led would establish the accusations, is a matter for trial and the proviso to sub-section (1) of Section 141 enables the accused to prove his innocence by discharging the burden which lies on him. By observing above, the Hon'ble Supreme Court confirmed the order passed by the High Court rejecting the petition filed by the appellants for dropping the proceedings for the offence under Section 138 of the NI Act.

17. In the recent decision in the case of N.Rangachari (supra), considering all earlier judgments of the Apex Court on the point inclusive of S.M.S.Pharmaceuticals Ltd. (supra) (II) as well as the decision in the case of Saroj Kumar Poddar (supra), Sabitha Ramamurthy (supra), Monaben Ketanbhai Shah (supra) and other judgments, the Hon'ble Supreme Court has held when there are

allegations and averments in the complaint that accused persons named in the complaint were in charge of the affairs of the company and were in charge or responsible to the Company for the conduct of the business of the Company, in that case, the complaint is not required to be quashed in exercise of powers under Section 482 of the Criminal Procedure Code as all other aspects whether in fact they can be held vicariously liable or not, all these questions are required to be adjudged during trial. It is also observed by the Hon'ble Supreme Court in the said decision that when there are allegations in the complaint that at the time at which dishonoured cheques were issued by the Company, the accused persons were Directors of the Company and were in charge of the affairs of the company, it is not proper to split hairs in reading the complaint so as to come to the conclusion that the allegations as a whole are not sufficient to show that at the relevant point of time the appellant and the other are not alleged to be persons incharge of the affairs of the Company. The Hon'ble Supreme Court in para 14,16 and 18 has observed as under :

> “14. A person normally having business or commercial dealings with a company, would satisfy himself about its creditworthiness and reliability by looking at its promoters and Board of Directors and the nature and extent of its business and its Memorandum or Articles of Association. Other than that, he may not be aware of the arrangements within the company in regard to its management, daily routine, etc. Therefore, when a cheque issued to him by the company is dishonoured, he is expected only to be aware generally of who are incharge of the affairs of the company. It is not reasonable to expect him to know whether the

person who signed the cheque was instructed to do so or whether he has been deprived of his authority to do so when he actually signed the cheque. Those are matters peculiarly within the knowledge of the company and those in charge of it. So, all that a payee of a cheque that is dishonoured can be expected to allege is that the persons named in the complaint are in charge of its affairs. The Directors are prima facie in that position.

16. In the light of the ratio in S.M.S. Pharmaceuticals Ltd. (supra) what is to be looked into is whether in the complaint, in addition to asserting that the appellant and another are the directors of the company, it is further alleged that they are incharge of and responsible to the company for the conduct of the business of the company. We find that such an allegation is clearly made in the complaint which we have quoted above. Learned Senior Counsel for the appellant argued that in Saroj Kumar Poddar case (supra), this Court had found the complaint unsustainable only for the reason that there was no specific averment that at the time of issuance of the cheque that was dishonoured, the persons named in the complaint were incharge of the affairs of the company. With great respect, we see no warrant for assuming such a position in the context of the binding ratio in S.M.S. Pharmaceuticals Ltd. (supra) and in view of the position of the Directors in a company as explained above.

18. In the case on hand, reading the complaint as a whole, it is clear that the allegations in the complaint are that at the time at which the two dishonoured cheques were issued by the company, the appellant and another were the Directors of the company and were incharge of the affairs of the company. It is not proper to split hairs in reading the complaint so as to come to a conclusion that the allegations as a whole are not sufficient to show that at the relevant point of time the appellant and the other are not alleged to be persons incharge of the affairs of the company. Obviously, the complaint refers to the point of time when the two cheques were issued, their presentment, dishonour and failure to pay in spite of notice of dishonour. We have no hesitation in overruling the argument in that behalf by the learned Senior Counsel for the appellant.“

Similar view is expressed by the Hon'ble Supreme Court in the case of Everest Advertising (P) Ltd. (supra).

18. Now looking to the allegations and averments in the impugned complaints, which are reproduced herein above, there are specific allegations against the petitioners that they were Directors of the Company on whose behalf accused no.4 issued cheques; who were in charge and responsible to the conduct of the business of the company and being Directors of the accused company No.1, all the accused together decide business policy and financial affairs, for and on behalf of the accused Company and thereby all of the accused are liable for all the acts done for and on behalf of the said accused company and, therefore, when there are specific allegations against the accused persons, all other aspects and contentions raised on behalf of the petitioners are defences which are required to be adjudged during trial on leading proper evidence and therefore, it is not a fit case for quashing the complaint in exercise of powers under Section 482 of the Cr.P.C. It is also required to be noted at this stage that so far as the Criminal Misc. Application No. 14389 of 2006 is concerned, learned Chief Judicial Magistrate, Vadodara issued summons in the complaint being Criminal Case No. 1393 of 2000 in the month of April, 2000 and the present application for quashing the complaint is filed in the year 2006 without explaining any delay. So far as the other Criminal Misc. Application No. 14390 of 2006 and Criminal

Misc.Application No. 14391 of 2006 is concerned, it is required to be noted that in the said complaint, respective petitioners preferred the application below Exh. 16 and 25 for dropping the proceedings and discharging them and the learned Chief Judicial Magistrate, Vadodara by detailed speaking order dismissed the said application by order dated 19.10.2006 and the said orders are not challenged by the respective petitioners and without challenging the same the present petitions are filed under Section 482 of the Cr.P.C. to quash the impugned complaints.

19. For the reasons stated above, all the applications fail, require dismissal and accordingly they are dismissed. Rule discharged. Ad-interim relief, if any, stands vacated forthwith.

[M.R.Shah, J.]

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